

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Carl Owens Contracting, Inc.

Plaintiff,

vs.

Gulfside Supply, Inc. d/b/a Gulfeagle
Supply and Weyerhaeuser NR Company,

Defendants.

Weyerhaeuser NR Company,

Third-Party Plaintiff,

vs.

Don Ross, LLC

Third-Party Defendant.

IN THE COURT OF COMMON PLEAS

Case No.: 2018-CP-10-05367

**WEYERHAEUSER NR COMPANY'S
ANSWER TO GULFSIDE'S RESTATED
CROSS-CLAIMS**

2019 JUL 23 PM 3:20
JULIE J. ARMSTRONG
CLERK OF COURT

FILED
A/B

Defendant Weyerhaeuser NR Company (“Weyerhaeuser”), by and through its undersigned attorney, hereby answers the Counterclaim, Cross-Claim, and Third-Party Complaint (the “Cross-Claim”) filed by Gulfside Supply, Inc. d/b/a Gulfeagle Supply (“Gulfside”) on or about July 10, 2019, as follows:

1. Paragraphs 1 – 20 and the unnumbered paragraphs containing the second through sixteenth defenses in Gulfside’s Answer to Plaintiff’s Amended Complaint are not directed at Weyerhaeuser and require no response by Weyerhaeuser. To the extent a response is required, Weyerhaeuser denies said allegations.

2. Weyerhaeuser admits upon information and belief the allegations contained in Paragraphs 1, 2, 3, 4, 5, 6, 7, and 8 of Gulfside’s Cross-Claim.

3. Weyerhaeuser is without sufficient information to admit or deny the allegations contained in Paragraphs 9 and 10 of Gulfside's Cross-Claim and therefore denies the same.

4. Weyerhaeuser admits upon information and belief the allegations contained in Paragraph 11 of Gulfside's Cross-Claim.

5. In response to Paragraph 12 of Gulfside's Cross-Claim, Weyerhaeuser craves reference to the Complaint filed by the Plaintiff in this action and denies any characterization thereof in Paragraph 12 of Gulfside's Cross-Claim that is inconsistent therewith.

6. Weyerhaeuser admits upon information and belief the allegations contained in Paragraph 13 of Gulfside's Cross-Claim.

7. Paragraph 14 of Gulfside's Cross-Claim alleges a legal conclusion to which no response is required. To the extent a response by Weyerhaeuser is required, Weyerhaeuser denies the allegations contained in Paragraph 14 of Gulfside's Cross-Claim.

8. Weyerhaeuser denies the allegations contained in Paragraphs 15, 16, 17, and 18 of Gulfside's Cross-Claim.

9. Weyerhaeuser denies the allegations and any relief sought in the Wherefore clause including subparagraphs (a) – (c) thereof.

10. Weyerhaeuser denies each and every allegation not expressly admitted herein.

FOR A SECOND AND AFFIRMATIVE DEFENSE
(Rule 12(b), SCRCP)

11. Weyerhaeuser asserts the defenses set forth in Rule 12(b) of the South Carolina Rules of Civil Procedure, including, but not limited to, that Gulfside failed to allege facts sufficient to state a claim against Weyerhaeuser.

FOR A THIRD AND AFFIRMATIVE DEFENSE
(Standing)

12. Gulfside lacks standing to make the claims asserted against Weyerhaeuser in this action.

FOR A FOURTH AND AFFIRMATIVE DEFENSE
(Alleged Joint Tortfeasors)

13. Gulfside's claims against Weyerhaeuser are barred by the principles set forth in *Scott by McClure v. Fruehauf Corp.*, 302 S.C. 364, 396 S.E.2d 354 (1990) because there can be no indemnity among mere joint tortfeasors.

FOR A FIFTH AND AFFIRMATIVE DEFENSE
(Unclean Hands)

14. Gulfside's claims against Weyerhaeuser, if any, are barred by the doctrine of unclean hands.

FOR A SIXTH AND AFFIRMATIVE DEFENSE
(Comparative Negligence)

15. Gulfside's claims against Weyerhaeuser are barred or should be reduced by Gulfside's own comparative negligence, carelessness, recklessness, willfulness, and wantonness.

FOR A SEVENTH AND AFFIRMATIVE DEFENSE
(Intervening Acts or Omissions)

16. Gulfside's alleged damages are the results of acts or omissions of other entities over whom Weyerhaeuser had no control, barring Gulfside's claims against Weyerhaeuser.

FOR AN EIGHTH AND AFFIRMATIVE DEFENSE
(Waiver / Estoppel / Laches)

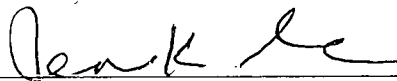
17. Gulfside's claims against Weyerhaeuser are barred by the doctrine of Laches, Waiver, and Estoppel

FOR A NINTH AND AFFIRMATIVE DEFENSE
(Additional Defense)

18. Weyerhaeuser reserves the right to assert and does not waive any addition or further defenses as may be revealed upon any amendments to the pleadings, discovery, or otherwise and reserves the right to amend this Answer to assert any such defenses.

WHEREFORE, Weyerhaeuser prays that Gulfside's Cross-Claim against Weyerhaeuser be dismissed and that this Court award Weyerhaeuser costs and defense in incurring in defending this action and such other and further relief as this Court deems just.

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July 23, 2019



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July 23, 2019

VIA HAND DELIVERY

The Honorable Julie Armstrong
Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401

**Re: Carl Owens Contracting, Inc. v. Gulfside Supply, Inc. d/b/a Gulfeagle Supply
and Weyerhaeuser NR Company; Case No.: 2018-CP-10-05367**

Dear Ms. Armstrong:

Enclosed for filing please find an original and a copy of Weyerhaeuser NR Company's Answer to Gulfside's Restated Cross-Claims. Please file the original and return a file-stamped copy to me with the courier.

Thank you for your attention to this matter.

Very truly yours,



Jenna K. McGee

JKM/kjg
Enclosures

cc: All Counsel of Record (via email and U.S. Mail)

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